

1 appropriate data?

2 MS. CLAYTON: But there are certain pieces  
3 of information as we've communicated back and forth  
4 in the collaboratives that are required either in  
5 line sharing or line splitting in order to make the  
6 order flow through our systems.

7 MR. RUBIN: But there is nothing in this  
8 paragraph that says that it has to be exactly the  
9 same in line sharing and line splitting. It just  
10 says you have to provide information; is that not  
11 appropriate?

12 MS. CLAYTON: It goes beyond that. When I  
13 read this entire paragraph, it's also saying that  
14 where we don't have existing network channel,  
15 network channel interface codes for a new  
16 technology that you may be interested in that we  
17 would be able to accept that on order, and we are  
18 not able to do that today.

19 MR. RUBIN: So, there is language that you  
20 take objection to, but there is some general  
21 language in here that you wouldn't oppose to have  
22 to include line splitting, is there?

1 MS. CLAYTON: When I read this paragraph,  
2 there are some similarities between what you're  
3 proposing here and language that we already have in  
4 different parts of our contract language that exist  
5 today.

6 MR. RUBIN: Right. And if the  
7 situation--if the circumstances are comparable,  
8 isn't it reasonable to have language in the  
9 contract that talks about the fact that information  
10 is supposed to be transmitted to you with respect  
11 to a line sharing order as well as a line splitting  
12 order?

13 MS. CLAYTON: The information that's  
14 transmitted to us in detail is documented in our  
15 business rules, and that's where I would expect to  
16 see a lot of this type of information you included  
17 in the language here, not in the contract language.

18 MR. WHITE: And you've inserted that the  
19 lack of an NCNCI code wouldn't delay service more  
20 than 30 days. We can't operate and activate  
21 service without an NCNCI code.

22 MR. RUBIN: Well, for the record, one of

1 the things that's been missing all along is  
2 specific responses to particular language that AT&T  
3 has proposed. I would hope that at least in the  
4 briefing the parties will be able to address that,  
5 since we are not talking about specific contract  
6 language.

7 MS. McCLELLAN: Is there a question there,  
8 or are you just testifying?

9 MR. RUBIN: I'm speaking to the Court  
10 here.

11 MS. McCLELLAN: I think you are engaging  
12 in quite a bit of testifying, assuming facts that  
13 are not in evidence, when you are addressing the  
14 Court, and Verizon is going to object to that.

15 MR. RUBIN: I can represent that--

16 MR. DYGART: I don't think we need to go  
17 further with it. Let's just have the next  
18 question, please.

19 MR. RUBIN: Thanks.

20 MS. FARROBA: I have a quick question in  
21 the meantime.

22 Does Verizon require a separate forecast

1 for line splitting versus line sharing, or has that  
2 been determined yet in the collaboratives?

3 MS. CLAYTON: Yes, we are looking at that.  
4 We will be requiring separate forecasts for line  
5 sharing and line splitting, as we would for  
6 stand-alone DSL loops.

7 MR. WHITE: We asked for a forecast for  
8 the pilot, and we also added line splitting in our  
9 overall forecasts which we request from the CLECs  
10 twice a year, and I believe that went out to the  
11 CLECs.

12 MS. CLAYTON: Yes, it did.

13 MS. FARROBA: Would you explain the reason  
14 for having separate line sharing forecasts and line  
15 splitting forecasts. Or are they both part of the  
16 same forecast?

17 MR. WHITE: We actually had every product  
18 detailed, and an estimate of how many of each, and  
19 that helps develop where we should focus our  
20 resources, where we should focus any additional OSS  
21 enhancements, if there's only going to be a dozen  
22 of something, then we will handle those in a

1 semi-manual way as opposed to something where it  
2 would be a large forecast.

3 MS. FARROBA: On the line sharing and line  
4 splitting, is that based on the assumption that  
5 there are some differences between the two, and  
6 therefore you would need separate forecasts on  
7 them?

8 MR. WHITE: There's very significant OSS  
9 differences between the two.

10 MS. FARROBA: Thank you.

11 MR. RUBIN: One follow-up question on  
12 forecasting. AT&T's language on forecasting split  
13 out the treatment of forecasts for line sharing and  
14 line splitting, and I think those words were  
15 somewhat inarticulate. In AT&T's case, we would  
16 propose that we not be required to provide separate  
17 forecasts for line splitting lines when they're in  
18 the UNE loop configuration. That is, when you're  
19 just going to be swinging a loop over to our  
20 co-location.

21 Is there a reason why you in particular  
22 would need forecasts for that particular

1 configuration as opposed to the others?

2 MR. WHITE: Absolutely. The OSSs that we  
3 developed and spent a tremendous amount of  
4 resources and time and money was designed  
5 specifically, at AT&T's request, to roll from a UNE  
6 loop into a line splitting arrangement.

7 And if we are continuing to get that and  
8 expect to see thousands and thousands of orders, we  
9 are going to make sure those processes are designed  
10 as such.

11 But if it's going to be only a handful,  
12 they could be done in a very different OSS, in a  
13 very different manner.

14 MS. CLAYTON: The forecasts also impact  
15 our provisioning centers and our centers who  
16 actually take orders. We would like to be know the  
17 number of orders being proposed that are going to  
18 be coming in, because right now as you may or may  
19 not know, the digital loops are handled in one  
20 center versus another in our footprint, so we do  
21 want to see the forecast broken down, and if we  
22 have a need to shift resources, then we could back

1 it up with the numbers we are getting.

2 MR. RUBIN: I asked some questions about  
3 your language in your Section 11.2.17.4, and those  
4 are the co-location arrangements that apply to line  
5 sharing.

6 There are two options; right?

7 MS. CLAYTON: There are two splitter  
8 options.

9 MR. RUBIN: Right.

10 MS. CLAYTON: Yes.

11 MR. RUBIN: And option one is this  
12 splitter functionality is located in the CLEC's  
13 co-location, physical co-location, and the others  
14 are virtual co-location arrangement; right?

15 MS. CLAYTON: That's correct.

16 MR. RUBIN: First of all, does your  
17 language accommodate--or how does your language  
18 accommodate a CLEC that would be providing an  
19 integrated splitter functionality integrated with a  
20 DSLAM? Do those words deal with that situation?  
21 And if so, how?

22 MR. WHITE: Ours absolutely do. The

1 splitter is in your co-lo cage. We don't see it,  
2 so we don't know or care whether it's a stand-alone  
3 in your cage or whether it's an integrated within  
4 the card or if it shares the same back plane. It  
5 would still be the same features and functionality,  
6 and it would--they would all be the same to us.

7 MR. RUBIN: So, for example, in your  
8 language, around the middle of this page, there is  
9 a requirement that the analog voice dial tone would  
10 stay active when the splitter card is removed. If  
11 you're in a situation where there is isn't a  
12 splitter card, do you care whether it's the removal  
13 of the splitter card or the other deactivation of  
14 the advanced service?

15 MR. WHITE: Let me try to be helpful here.  
16 The fact of the matter is the dial tone goes from  
17 the switch up to the DSLAM, but to get there it  
18 goes through a splitter and back out again.

19 MR. RUBIN: Right.

20 MR. WHITE: And there are splitter cards  
21 when you remove them as you open the dial tone. So  
22 that when we talk about service disruption, that



1 can cause a service disruption. There are other  
2 splitter cards that are designed when you pull a  
3 splitter card that the contact points close, so  
4 there is no service disruption.

5 So, those are the two varieties we've  
6 dealt with today.

7 Now, there's new technology coming along  
8 where that splitter functionality is included with  
9 the DSLAM functionality, so the question is, is  
10 that DSLAM back plane created the same way so that  
11 when you pull out the DSLAM plug, or the 5BES plug,  
12 does that also continue to loop through?

13 That's the discussion.

14 MR. RUBIN: So, you're talking about  
15 functional operations. You're not talking about it  
16 has to be a splitter card, as long as the function  
17 that you're talking about here is achieved, it  
18 doesn't matter what equipment the CLEC has?

19 MR. WHITE: You will see that through all  
20 of our contracts. The more you get specific, the  
21 more it will be outdated in six weeks because as  
22 the technology arrives. That's why I'm talking

1 about functionally, the loop continues. If you  
2 want to pinpoint it down, we will have to be  
3 rewriting this thing every six months.

4 MR. RUBIN: This is one of those cases  
5 where we saw words like splitter card, and that  
6 carries with it a connotation of a particular kind  
7 of equipment.

8 So, what you're saying is that you're  
9 dealing with the splitter functionality, and what  
10 has to happen when the advanced services  
11 functionality on the loop is removed; is that  
12 right?

13 MR. WHITE: I'm even more generic than  
14 that. We are trying to maintain the continuity of  
15 the voice loop through your cage and back out again  
16 without causing disruption to the underlining  
17 voice.

18 Technically, there is lots of ways to do  
19 that. I could give you a dozen, but you don't need  
20 the detail. The general principle is there.

21 MR. RUBIN: I understand that.

22 So, the main point is it doesn't matter

1 what kind of equipment you use to perform the  
2 splitter functionality. It has just to operate in  
3 a particular way; is that right?

4 MR. WHITE: And protects of the voice  
5 circuit. Yes.

6 MR. RUBIN: And so it would accommodate  
7 splitter list, ADSL as well, this language would?

8 MR. WHITE: I think You're misusing  
9 splitterless ADSL. Splitterless ADSL has to do  
10 with the splitters in the field, not in the central  
11 office. You still need a splitter built in to  
12 protect the DSLAM and the central office. So, I  
13 don't know how that would work at all.

14 MR. RUBIN: A technical question. In the  
15 second sentence you refer to providing splitters,  
16 comply with ANSI specification T1.4.13 that  
17 employed direct current blocking capacitors or  
18 equivalent technology.

19 Does T1.4.13 require D.C. blocking  
20 capacitors? Or is that an additional requirement  
21 added by Verizon?

22 MR. WHITE: I believe that that's part of

1 the spec, T1.4.13.

2 MR. RUBIN: Okay.

3 MR. WHITE: There are sections in that  
4 spec that are required and there are sections in  
5 that spec that are optional, but I know it's  
6 spelled out in detail in that spec.

7 MR. RUBIN: In terms of the splitter  
8 configurations that are referred to in this  
9 contract which will apply to Virginia, are they  
10 functionally the same as those in New York?

11 MS. CLAYTON: You mean the splitter  
12 options?

13 MR. RUBIN: Yes, the splitter options.

14 MR. WHITE: They would be identical.

15 MS. CLAYTON: Yes.

16 MR. RUBIN: In the description of splitter  
17 option one, it references again the ANSI T1.4.13 or  
18 MVL standards if any of those standards are  
19 superseded, will the new standard apply?

20 MR. WHITE: We default to what the FCC has  
21 defined as required. The MVL actually doesn't have  
22 an--industry standards yet. The others do have

1 standards bodies. Those were ones that were  
2 detailed that would be needed to be supported and  
3 can be supported.

4 MR. RUBIN: At the bottom of the last  
5 page, which I took off, the language references  
6 NEBs requirements. In the FCC's co-location Remand  
7 Order, it limited the kinds of requirements that  
8 may apply to co-located equipment. I would assume  
9 you would agree that this language could be  
10 modified to reflect the co-location Remand Orders  
11 language; is that right?

12 MR. WHITE: We will comply with the law.  
13 NEB's requirements are certainly a very serious  
14 safety issue and I would hop--

15 MR. RUBIN: As long as it's NEB's safety  
16 or technical standards, there is no issue between  
17 us.

18 MS. CLAYTON: We will comply with the  
19 applicable law.

20 MR. RUBIN: But right now it's not clear  
21 that this language does, so I'm just asking about  
22 that.

1 MR. WHITE: I'm sorry, why wouldn't it?

2 MR. RUBIN: There is no performance  
3 standards that are permitted to apply to co-located  
4 equipment.

5 Do you apply any NEB's performance  
6 standards to your co-located equipment or your own  
7 equipment?

8 MR. WHITE: All of our equipment is NEB's  
9 tested by outside labs.

10 MR. RUBIN: For safety purposes.

11 MR. WHITE: Yes.

12 MR. RUBIN: Nobody is arguing about safety  
13 issues here.

14 Is it permitted to virtually co-locate an  
15 integrated DSLAM and splitter arrangement under  
16 this proposal?

17 MS. CLAYTON: Are you talking about an  
18 integrated splitter in a DSLAM?

19 MR. RUBIN: An integrated DSLAM splitter  
20 box.

21 MR. ROUSEY: There would be applicable  
22 law. I think that Verizon's position is with the

1 recent co-location order, whatever is applicable  
2 law is what we would allow.

3 MR. RUBIN: I'm moving ahead in the  
4 language. This is the Verizon language again.

5 For some reason, right at this point  
6 here--and it may be a typo, but the word "like" is  
7 in all caps.

8 What is a virtual like co-location  
9 arrangement?

10 MS. CLAYTON: This specific paragraph is  
11 really referring--remember, this is template  
12 language that would apply to CLECs who are doing  
13 business either in Verizon East or Verizon West.  
14 In Verizon West we have somewhat of a different  
15 arrangement. We don't have POT bays, so there has  
16 to be different language here to accommodate the  
17 Verizon West central office configuration.

18 So, it would be virtual like as  
19 compared--in comparison to the central office  
20 configuration in the east.

21 MR. RUBIN: In the--at this point, if you  
22 can see, in either scenario, that's scenario one or

1 two for splitters, Verizon controls the splitter.

2 Does that mean that Verizon controls the  
3 splitter when it's located in the CLEC's physical  
4 co-location? And if so, how does it do that?

5 MR. WHITE: I'm--

6 MS. CLAYTON: Are you referring to  
7 splitter option A or the splitters located in CLEC  
8 co-location space?

9 MR. RUBIN: It says in either scenario, so  
10 presumably it's either option one or option two.

11 MS. CLAYTON: In option one, the CLEC  
12 purchases the splitter themselves, and you place it  
13 yourself in your co-location area.

14 MR. RUBIN: Right.

15 So, in either scenario, then, are you  
16 referring to the POT bay and the virtual like  
17 co-location scenarios? Is that why that phrase is  
18 in there?

19 MS. CLAYTON: No. In Verizon West, where  
20 we don't employ POT bays, the virtual like  
21 situation corresponds to splitter option two only.

22 MR. RUBIN: Okay.



1 MR. STANLEY: Could you direct us to where  
2 this language is coming from.

3 MR. RUBIN: It's Verizon's 11.2.17.4.

4 MR. STANLEY: By this language, I mean the  
5 language we're looking at on the TV screen?

6 MR. RUBIN: The exhibit?

7 MR. STANLEY: Yes. What's the Verizon  
8 contract language?

9 MR. RUBIN: It came right out of the JDPL.  
10 That's where I had somebody retype this right out  
11 of the JDPL.

12 MS. FAGLIONI: It's an exhibit to  
13 Verizon's answer, which I believe is C 1, 2, or 3.  
14 I just don't remember. One is Cox agreement. One  
15 is WorldCom agreement, one is AT&T agreement, but  
16 it's an exhibit to Verizon's answer.

17 MS. FARROBA: It hasn't changed since  
18 then?

19 MS. McCLELLAN: The line sharing language  
20 hasn't changed since then. We did offer to modify  
21 our line splitting language, and that is contained  
22 in the testimony and in the JDPL.

1 MS. FARROBA: Okay. Thank you.

2 MR. RUBIN: By the way, you agreed, I  
3 think, that there was some confusion over AT&T's  
4 right to co-locate and where it could co-locate.  
5 You agree, though, that AT&T has the option of  
6 placing splitter equipment in its own co-location  
7 space wherever that happens to be? Assuming it was  
8 otherwise properly obtained from Verizon; right?

9 MR. WHITE: What?

10 MR. RUBIN: We have a choice of where to  
11 co-locate equipment using any of the options that  
12 are available.

13 MR. WHITE: You made a statement and  
14 question. Can you--what was that question? Yes,  
15 you can put a splitter in your co-lo?

16 MR. RUBIN: Yes.

17 MR. WHITE: Yes.

18 MS. CLAYTON: Right.

19 MR. RUBIN: I think there had been some  
20 confusion about that in--it was issue, III-10-B-6.  
21 I don't think we have any issues with that anymore.

22 MS. McCLELLAN: Could you give the issue

1 number again?

2 MR. RUBIN: III-10-B-6.

3 I want to turn to AT&T Section 1.8.1.

4 MR. STANLEY: Was this AT&T's 1.8.1?

5 MR. RUBIN: Actually 1.8.2. I'm sorry.

6 Skip over the other one.

7 Do you have the language? I would like  
8 you to look at it and tell me if you see any  
9 technical issues or operational issues that arise  
10 from what's covered here. And this relates only to  
11 line sharing.

12 MR. WHITE: There is a whole detail that  
13 was worked out with line sharing that works very,  
14 very well, and it's all spelled out in our methods  
15 and procedures, and jointly agreed to by everybody  
16 in the New York collaborative and used across the  
17 footprint, and this appears to be trying to restate  
18 some of that, but it doesn't appear to cover all  
19 the situations or--I don't know why this level of  
20 detail has got to be here.

21 MR. STANLEY: Are those details that you  
22 just mentioned, are they applicable currently in

1 Virginia?

2 MR. WHITE: Yes.

3 MR. RUBIN: AT&T's issue 10-B,  
4 III-10-B-15, I think we can probably clarify very  
5 quickly.

6 The issue boiled down is, is AT&T required  
7 to co-locate in any case where it's not deploying  
8 equipment used to split the spectrum on a loop?  
9 That is, I think we agree that there is no issue  
10 here, that--but--I will read you the issue.

11 May Verizon require any form of  
12 co-location by AT&T as a prerequisite to gaining  
13 access to the low-frequency spectrum of the loop,  
14 the high-frequency spectrum of the loop or both  
15 unless such location is required to place equipment  
16 by AT&T or its authorized agent to provide service?

17 I believe that you agree with AT&T that  
18 Verizon will not require AT&T to co-locate except  
19 in those instances; is that correct?

20 MR. WHITE: I'm not great with the words,  
21 but somebody has to be co-located to have a DSLAM  
22 and a splitter, and it doesn't need to be--if you

1 have a UNE-P that you've partnered up with data  
2 CLEC, and they have co-location and they have a  
3 DSLAM and we convert this to a loop and a port, you  
4 don't need co-location.

5 MR. RUBIN: Thanks.

6 So, through now, I think we have covered  
7 AT&T's III-10-A and B-1, 6, 14, and 15. So I  
8 wanted to move on to some other general areas.

9 MS. FARROBA: I have a question. I guess  
10 earlier on 1.8.2, the issue is trouble reporting,  
11 and I believe I think, Mr. White, you talked about  
12 there being a detailed process already in place on  
13 that.

14 MR. WHITE: Right.

15 MS. FARROBA: It might be helpful for us  
16 to know what the differences are between that  
17 process and what is detailed in AT&T's language.

18 MR. WHITE: Just looking at it quickly, I  
19 could see a couple on its face. As far as the  
20 intervals, it's also that they talk about how  
21 quickly they have to respond, but the thing that  
22 really popped off the page is, if they pulled out

1 their splitter and, you know, we still don't--there  
2 isn't a noticeable improvement, they could put  
3 their splitter back in.

4           The splitter can be a cause of trouble and  
5 it may isolate the trouble, but there is a lot of  
6 cabling also that could be picking up interference  
7 within--many of them use unshielded cable going  
8 from the blocks on the frame up to the co-location  
9 cage.

10           So, the noise or interference that could  
11 be coming onto this subscriber loop may actually  
12 not be on the loop going to the splitter to the  
13 DSLAM. It might be in a circuit next to it that's  
14 maybe an HDSL circuit that's spilling over onto the  
15 circuit, so removing the splitter may not isolate  
16 it. We may have to actually remove the drop.

17           So, you know, these are new words that  
18 never been discussed, and technically I could see  
19 problems with it right on its face.

20           The others have been worked through and  
21 worked through for a year, and very successfully  
22 have managed the maintenance of who is trouble. We

1 really haven't had any problems with the process  
2 that exists.

3 MS. CLAYTON: There is another big  
4 difference here. AT&T does get into some detail  
5 about the splitter being located in common  
6 co-location space, which is not one of the splitter  
7 options that we currently offer today.

8 MS. FARROBA: Okay. Thank you.

9 And just one quick follow-up. Do you  
10 discuss in your testimony the trouble reporting  
11 process? Is that located in the testimony?

12 MR. WHITE: I don't think that's in the  
13 co-location agreement. That's in our standard  
14 practices that--

15 MS. CLAYTON: We have it--there is some  
16 language regarding how to handle trouble situation  
17 in our Interconnection Agreement language today.  
18 We have also talked about it at length in the DSL  
19 collaboratives as it relates to both line sharing  
20 and line splitting. When the line share order came  
21 out, it was very specific about the various parties  
22 that had to address the issues on either the voice

1 or the data portion of the loop, and we are  
2 adhering to those recommendations and orders that  
3 came out in the line share order.

4 MS. FARROBA: Thank you.

5 MR. RUBIN: I wanted to turn to issues  
6 relating to the applicability of the New York DSL  
7 collaborative in this contract.

8 And from my perspective, I think that  
9 relates to issues III-10-B-2, 3, 9, and 13, for  
10 those who are keeping score.

11 First question, based upon what you said  
12 earlier, I guess my understanding is that you  
13 believed that the October release will be delivered  
14 on time; is that correct? That's the October  
15 release in New York relating to the collaborative.

16 MS. CLAYTON: We do have two specific line  
17 splitting scenarios that we are planning on  
18 implementing in October, even though we are very  
19 hesitant to do it, based on the volumes of the  
20 pilot, so we still are going ahead, and that  
21 implementation will be done across the entire  
22 Verizon footprint.



1           MR. WHITE: Clearly, we have done all the  
2 OSS work, worked out all of the kinks as much as we  
3 could, but until you get about 300, 400 orders, you  
4 don't know if it really works, and the OSS people  
5 say they're not comfortable until they see in the  
6 thousands. And while the OSS may exist, we were  
7 wishing and hoping that we would be at a stage  
8 where we could say and it's been tested and we have  
9 worked through all the nuances that you face in the  
10 situation. But that is not the case.

11           MR. RUBIN: I want to make sure that my  
12 understanding is the number of capabilities  
13 included, and I think these are yes-or-no  
14 questions. Are they in there? One is suspend and  
15 restore on a line split account. Is that in the  
16 October release?

17           MS. CLAYTON: That is not. We are  
18 implementing two very specific line splitting  
19 scenarios in the October release. We have been  
20 presented with a number of other situations to look  
21 at. Those have been logged at the DSL  
22 collaborative. They have been prioritized, and we

1 have started talking about other line splitting  
2 scenarios.

3 MR. RUBIN: Okay. And this is yes or no.  
4 Is there change telephone number on the line split  
5 account in October?

6 MS. CLAYTON: I'm sorry, can you  
7 elaborate?

8 MR. RUBIN: Well, my understanding is that  
9 included in the release is a capability to change  
10 the telephone number on a line split account. Is  
11 that included in the release?

12 MS. CLAYTON: No, not that I'm aware of.

13 MR. WHITE: Not simultaneous with doing  
14 the line split.

15 MR. RUBIN: What about moving the line  
16 splitting arrangement? Is that in the release or  
17 not?

18 MS. CLAYTON: What do you mean moving the  
19 line splitting arrangement? Who is moving? The  
20 CLEC? The end user? The data provider? I'm not  
21 sure I understand.

22 MR. RUBIN: Is there any aspect in which

1 you could move a line split account that's included  
2 in the October release?

3 MS. CLAYTON: You can migrate from line  
4 sharing to line splitting.

5 MR. RUBIN: Moving a line splitting  
6 account.

7 MS. CLAYTON: Again, I don't understand  
8 what you mean by moving a line splitting account.

9 MR. WHITE: You could move the voice, you  
10 could move the data. Is it within the same wire  
11 center? Is it within the same area? All these  
12 were discussed in detail, and put lower on the  
13 priority. The two that were selected were the ones  
14 that AT&T agreed to were the most important, would  
15 have the highest volumes.

16 MR. RUBIN: I would appreciate a yes-or-no  
17 answer. I don't need an explanation. I just need  
18 to know if it's in there or not.

19 I would appreciate your help getting the  
20 yes-or-no answer.

21 Is wholesale billing for line splitting in  
22 there?

1 MS. CLAYTON: For the two scenarios that  
2 we are implementing, yes.

3 MR. RUBIN: What about disconnecting the  
4 line splitting arrangement and restoring UNE-P?

5 MS. CLAYTON: Yes.

6 MR. RUBIN: Good, thank you.

7 Are there functionalities that are  
8 included in the October release?

9 MS. CLAYTON: Again, I don't understand  
10 what you mean by functionalities. That's too  
11 generic.

12 MR. RUBIN: Fine.

13 MS. CLAYTON: I would like say one thing  
14 before you go on, though.

15 There are methods and procedures in place  
16 to handle UNE-P situations today and some of those  
17 same things that are in place today, our business  
18 rules and processes, would still apply tomorrow, so  
19 a lot of this may not need to be recreated  
20 specifically for line splitting.

21 MR. RUBIN: I know that there are a number  
22 of other scenarios being looked at in New York in

1 the neighborhood of eight to ten, depending upon  
2 how you count.

3 MS. CLAYTON: Sixteen.

4 MR. RUBIN: Is there a time line for  
5 implementing some or any of those, to your  
6 knowledge?

7 MR. WHITE: With the time line on phase  
8 one was to do these first two offerings, and that  
9 should have been completed in July or August.  
10 However, because of the lack of orders, we can't  
11 complete phase one, much less proceed to phase two,  
12 three, or 18.

13 MR. RUBIN: So, is there any time line  
14 established for any future phase?

15 MR. WHITE: The time line will start  
16 working on additional ones once we've completed the  
17 pilot. I am not under control, and we are not  
18 under control in Verizon of when this pilot is done  
19 because we are not getting the orders. You have to  
20 generate the orders for us to complete the piece  
21 and test what we have got before we build on it.  
22 We can't build on this foundation. It hasn't been

1 tested.

2 MS. CLAYTON: Let me add to the response  
3 if I may.

4 MR. RUBIN: Excuse me upon, it was a  
5 yes-or-no question, and I take it the answer was  
6 no, and I will just move on.

7 MS. CLAYTON: I don't agree with you that  
8 the answer is no.

9 MR. RUBIN: That there is no time line for  
10 completion?

11 MS. CLAYTON: I wouldn't agree with that.

12 MR. RUBIN: Then would you answer?

13 MS. CLAYTON: I tried to. You said it's  
14 yes or no, and I can't answer it yes or no. I have  
15 to give you the explanation. There are 16  
16 scenarios that are being looked at. There were two  
17 subteams that have been formed. Each of the  
18 subteams have eight specific scenarios to look at.  
19 Eight of the scenarios are specific to line  
20 sharing, eight are specific to line splitting. A  
21 letter has gone out just last week in regards to  
22 the line splitting eight scenarios that are being

1 looked at.

2           The Commission has recognized that it has  
3 had to postpone two or three of the meetings  
4 addressing these eight scenarios because of the  
5 tragedies that have happened in New York. As a  
6 result, the Commission has sent out a letter, and  
7 it has shown the CLECs out of those eight where  
8 they could implement using today's OSSs getting the  
9 specific migrations done today without any  
10 additional work, OSS-type work, by Verizon.

11           So, in those cases, my answer would be  
12 yes, they're in place today. You could do them  
13 today. There are others that do require OSS work.  
14 We have identified those, and we will be putting  
15 together a time line probably in the next couple of  
16 collaboratives that meet again, but right now a  
17 date is not scheduled.

18           MR. RUBIN: Thank you.

19           My understanding is that, although there  
20 had been some perhaps miscommunication, Verizon is  
21 willing to commit to implement in Virginia the  
22 output of the New York DSL collaborative, whether

1 it is the result of agreement among the parties or  
2 an order of the New York Commission.

3 Is that a true statement?

4 MS. CLAYTON: Where we have reached  
5 consensus or there is an order, yes, we will  
6 implement for purposes of efficiencies and  
7 processing across the entire Verizon footprint  
8 wherever we can.

9 ARBITRATOR ATTWOOD: I just wanted to make  
10 sure I understood because I had this confusion as  
11 well.

12 Where there has been--is it only where  
13 there has been consensus and an order, or where  
14 there is--does it include the Commission resolution  
15 of an issue that had been in dispute? You would  
16 import that? Both those scenarios?

17 MR. WHITE: We have consensus, and we have  
18 agreed to move forward with the work that's in  
19 progress and do that across the footprint. I think  
20 when we talk about an order, there may be  
21 differences state to state, but our intent is to  
22 have the same products available in New York as in



1 Virginia.

2 MR. RUBIN: But I'm confused again. If  
3 the New York Public Utilities Commission, Public  
4 Service Commission issues an order that says  
5 certain things will be done whether it's the result  
6 of consensus or the resolution of a dispute among  
7 the parties, is Verizon going to implement that in  
8 its entire footprint, including Virginia?

9 MR. WHITE: We have already stated that  
10 whatever comes out of this collaborative on a  
11 consensus basis, we will go across the footprint.  
12 I wouldn't want to--if there is another order, I  
13 don't know what that order is. But to date  
14 everything we are doing we will do in Virginia.

15 ARBITRATOR ATTWOOD: Are you conceiving of  
16 a scenario where all these issues are going to get  
17 resolved through consensus?

18 MR. WHITE: We are on a consensus track,  
19 yes.

20 MS. CLAYTON: But I think what we are also  
21 trying to say is an order could be issued in New  
22 York that maybe just is not applicable in another